

February 17, 2021

**Board of Supervisors**  
**Palma Sola Trace Community**  
**Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will be held on **Thursday, February 25, 2021 at 1:30 p.m.** at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, Florida 34209. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Administration of Oath of Office to Newly Elected Supervisors
  - B.** Consideration of Resolution 2021-01; Re-Designating Officers..... Tab 1
  - C.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on October 22, 2020 ..... Tab 2
  - D.** Consideration of Operations & Maintenance Expenditures for October thru December 2020 and January 2021 ..... Tab 3
- 4. BUSINESS ITEMS**
  - A.** Discussion of Wall Transfer from HOA to CDD
  - B.** Ratification of Brightview Proposals ..... Tab 4
  - C.** Consideration of Bond Counsel Agreement..... Tab 5
  - D.** Discussion of Light Pole Restoration
  - E.** Ratification of Bee Hive Removal Proposal ..... Tab 6
- 5. STAFF REPORTS**
  - A.** District Counsel
    - i. Presentation of Memorandum of Understanding E-Verify ..... Tab 7
  - B.** District Engineer
    - i. Consideration of Perimeter Wall Bid Package ..... Tab 8
  - C.** District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact us at (813) 933-5571.

Respectfully,

*Matthew Huber*

Matthew Huber  
District Manager

Tab 1

**RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Palma Sola Trace Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. \_\_\_\_\_ is appointed Chairman.

Section 2. \_\_\_\_\_ is appointed Vice Chairman.

Section 3. \_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
Scott Brizendine is appointed Assistant Secretary.  
Matthew Huber is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF FEBRUARY 2021.**

**PALMA SOLA TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY/ASST. SECRETARY**

Tab 2

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**PALMA SOLA TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District was held on **Thursday, October 22, 2020 at 1:30 p.m.** conducted by telephonic or video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 issued by Governor DeSantis, as subsequently extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Peter Gelman	<b>Board Supervisor; Chair</b>
Robert Mauriello	<b>Board Supervisor; Asst. Secretary</b>
Bill Diamond	<b>Board Supervisor; Asst. Secretary</b>
Eva Walker	<b>Board Supervisor; Asst. Secretary</b>
William Diamond	<b>Board Supervisor; Asst. Secretary</b>

Also present were:

Bryan Radcliff	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Lauren Gentry	<b>District Counsel; Hopping Green &amp; Sams</b>
Rick Schappacher	<b>District Engineer; Schappacher Engineering</b>
John MacNeil	<b>Representative, Aquagenix</b>
Gary Moore	<b>District Manager; Rizzetta &amp; Company, Inc.</b>

Audience

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Radcliff called the meeting to order and conducted roll call, confirming a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

The Audience had no comments.

**THIRD ORDER OF BUSINESS**

**Presentation of Aquatics Report**

Mr. MacNeil presented the Aquatics Report to the Board. The Board requested follow-up on dead plant material along the creek bed and invasive vines at the creek bed.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of  
Board Supervisors' Regular  
Meeting held on August 27,  
2020**

Mr. Radcliff presented the BOS Meeting Minutes from August 27, 2020 to the Board.

On a Motion by Mr. Gelman, seconded by Ms. Walker, with all in favor, the Board of Supervisors approved the Minutes of BOS Meeting held on August 27, 2020, as presented, for the Palma Sola Trace Community Development District.

Mr. Radcliff presented the BOS Meeting Minutes from September 24, 2020 to the Board.

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board of Supervisors approved the Minutes of BOS Meeting held on September 24, 2020, as presented, for the Palma Sola Trace Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Operations and  
Maintenance Expenditures for  
August and September 2020**

The Board ratified the Operations and Maintenance Expenditures for August and September 2020.

On a Motion by Mr. Gelman, seconded by Mr. Diamond, with all in favor, the Board of Supervisors ratified the Operations and Maintenance Expenditures for August (\$15,987.55) and September (\$17,021.83) 2020, for the Palma Sola Trace Community Development District.

**SIXTH ORDER OF BUSINESS**

**Discussion of Wall Transfer from  
HOA to CDD.**

Ms. Gentry and Mr. Schappacher each presented their reports on the potential transfer of the perimeter wall from the HOA to the CDD. A conversation ensued.

The Board approved a motion to proceed with the transfer of the ownership of the perimeter wall pending 67% approval from the homeowners.

On a Motion by Mr. Gelman, seconded by Mr. Diamond, with all in favor, the Board of Supervisors approved a motion to proceed with the transfer of the ownership of the perimeter wall pending 67% approval from the homeowners, for the Palma Sola Trace Community Development District.

The Board approved a motion to authorize the District Engineer to draft a survey of the existing perimeter wall and an informal cost estimate of the wall repair.

On a Motion by Mr. Gelman, seconded by Ms. Walker, with all in favor, the Board of Supervisors approved to authorize the District Engineer to draft a survey of the existing perimeter wall and an informal cost estimate of the wall repair, for the Palma Sola Trace Community Development District.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel**

No report.

#### **B. District Engineer**

No report.

#### **C. District Manager**

Mr. Radcliff confirmed that the next meeting will be held Thursday, December 10, 2020 at 3:00 p.m. at the Palma Sola Trace Clubhouse, 7408 Hamilton Rd., Bradenton FL 34209, unless otherwise notified.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisor Requests**

There were no Supervisor Requests.

## **NINTH ORDER OF BUSINESS**

### **Adjournment**

On a Motion by Mr. Mauriello, seconded by Ms. Walker, with all in favor, the Board of Supervisors adjourned the meeting at 2:48 p.m. for the Palma Sola Trace Community Development District.

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair

Tab 3



**PALMA SOLA TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

**Operation and Maintenance Expenditures  
October 2020  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,051.74**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquagenix	003365	4093115	Aquatic Service 10/20	\$ 850.00
Bellmore Electric Inc.	003366	7892	Street Light Repairs 10/20	\$ 505.00
Bellmore Electric Inc.	003366	7893	Street Light Repairs 10/20	\$ 125.00
Bellmore Electric Inc.	003366	7894	Street Light Repairs 10/20	\$ 125.00
Bellmore Electric Inc.	003366	7895	Street Light Repairs 10/20	\$ 125.00
Bellmore Electric Inc.	003366	7896	Street Light Repairs 10/20	\$ 135.00
BrightView Landscape services, Inc.	003367	7015926	Monthly Lawn Service 10/20	\$ 748.00
BrightView Landscape services, Inc.	003359	7035391	Tree Care 09/20	\$ 324.00
Eva Walker	003358	EW092420	Board of Supervisors Meeting 09/24/20	\$ 200.00
Eva Walker	003371	EW102220	Board of Supervisors Meeting 10/22/20	\$ 200.00
Florida Power & Light Company	003360	21937-71157 09/20	3724 Summerwind Cir # Gate 09/20	\$ 12.61
Florida Power & Light Company	003360	56695-14423 09/20	3804 Bridlecrest Ln # PUMP 09/20	\$ 103.90
Florida Power & Light Company	003360	75654-55537 09/20	3807 75th ST W # ST LTS 09/20	\$ 104.15
Florida Power & Light Company	003360	84373-03152 09/20	4095 Overture Cir # GATE 09/20	\$ 18.24
Hopping Green & Sams	003361	117595	General/Monthly Legal Services 08/20	\$ 2,373.00

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hopping Green & Sams	003362	117718	General/Monthly Legal Services 09/20	\$ 3,576.79
Innersync	003354	18954	Website Compliance Quarterly Service 10/20	\$ 384.38
Peter Gelman	003353	PG092420	Board of Supervisors Meeting 09/24/20	\$ 200.00
Peter Gelman	003369	PG102220	Board of Supervisors Meeting 10/22/20	\$ 200.00
Rizzetta & Company, Inc.	003357	INV0000053354	District Management Fees 10/20	\$ 4,041.67
Rizzetta & Company, Inc.	003357	INV0000053610	Assessment Roll Preparation FY 20/21	\$ 5,000.00
Rizzetta Technology Services, LLC	003363	INV0000006405	Website Email & Hosting 10/20	\$ 100.00
Robert Mauriello	003355	RM092420	Board of Supervisors Meeting 09/24/20	\$ 200.00
Robert Mauriello	003370	RM102220	Board of Supervisors Meeting 10/22/20	\$ 200.00
Roger Ohlson	003356	RO092420	Board of Supervisors Meeting 09/24/20	\$ 200.00
Schappacher Engineering, LLC	003364	1722	Engineering Services 09/20	\$ 600.00
William M Diamond	003352	WD092420	Board of Supervisors Meeting 09/24/20	\$ 200.00
William M Diamond	003368	WD102220	Board of Supervisors Meeting 10/22/20	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 21,051.74</u></b>

**PALMA SOLA TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

**Operation and Maintenance Expenditures  
November 2020  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,542.39**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquagenix	003379	4095441	Aquatic Service 11/20	\$ 850.00
Bellmore Electric Inc.	003380	7904	Street Light Repairs 11/20	\$ 125.00
Bellmore Electric Inc.	003380	7905	Street Light Repairs 11/20	\$ 375.00
BrightView Landscape services, Inc.	003381	7057652	Monthly Lawn Service 11/20	\$ 748.00
Department of Economic Opportunity	003375	83069	Special District Fee FY 20/21	\$ 175.00
Florida Power & Light Company	003377	21937-71157 10/20	3724 Summerwind Cir # Gate 10/20	\$ 12.89
Florida Power & Light Company	003377	56695-14423 10/20	3804 Bridlecrest Ln # PUMP 10/20	\$ 107.51
Florida Power & Light Company	003377	75654-55537 10/20	3807 75th ST W # ST LTS 10/20	\$ 104.15
Florida Power & Light Company	003377	84373-03152 10/20	4095 Overture Cir # GATE 10/20	\$ 19.00
Grau & Associates	003376	F42502517X24	Audit Confirmations FY Ended 09/30/20	\$ 26.00
Rizzetta & Company, Inc.	003372	INV0000054223	District Management Fees 11/20	\$ 4,041.67
Rizzetta Technology Services, LLC	003373	INV0000006510	Website Email & Hosting 11/20	\$ 100.00
Schappacher Engineering, LLC	003378	1735	Engineering Services 10/20	\$ 2,722.50
Securt Holdings, LLC dba CIA Access	003374	27411102720	Gate Operator Installation 10/20	\$ 7,135.67
<b>Report Total</b>				<b><u>\$ 16,542.39</u></b>

# **PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

## **Operation and Maintenance Expenditures December 2020 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2020 through December 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,558.72**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquagenix	003386	4097157	Wetland Maintenance 11/20	\$ 3,000.00
Aquagenix	003392	4098080	Aquatic Service 12/20	\$ 850.00
Bellmore Electric Inc.	003387	7914	Street Light Repairs 12/20	\$ 2,750.00
Bellmore Electric Inc.	003387	7915	Street Light Repairs 12/20	\$ 2,650.00
Bradenton Herald	003393	0004810661 12/03/20	Legal Advertising 12/20	\$ 121.68
BrightView Landscape services, Inc.	003394	7115326	Monthly Lawn Service 12/20	\$ 748.00
Florida Power & Light Company	003389	21937-71157 11/20	3724 Summerwind Cir # Gate 11/20	\$ 13.57
Florida Power & Light Company	003389	56695-14423 11/20	3804 Bridlecrest Ln # PUMP 11/20	\$ 111.13
Florida Power & Light Company	003389	75654-55537 11/20	3807 75th ST W # ST LTS 11/20	\$ 104.15
Florida Power & Light Company	003389	84373-03152 11/20	4095 Overture Cir # GATE 11/20	\$ 20.03
Hopping Green & Sams	003383	118576	General/Monthly Legal Services 10/20	\$ 554.00
Rizzetta & Company, Inc.	003384	INV0000054699	District Management Fees 12/20	\$ 4,041.67
Rizzetta Technology Services, LLC	003385	INV0000006612	Website Email & Hosting 12/20	\$ 100.00
Schappacher Engineering, LLC	003391	1766	Engineering Services 11/20	\$ 855.00

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securt Holdings, LLC dba CIA Access	003382	28606112420	Service Call-Gate Repair 11/20	\$ 161.25
Securt Holdings, LLC dba CIA Access	003388	28719120220	Service Call-Gate Repair 12/20	<u>\$ 478.24</u>
<b>Report Total</b>				<b><u>\$ 16,558.72</u></b>



**PALMA SOLA TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

**Operation and Maintenance Expenditures  
January 2021  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,262.03**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquagenix	003404	4100454	Aquatic Service 01/21	\$ 850.00
BrightView Landscape services, Inc.	003398	7156002	Tree Care 12/20	\$ 800.00
BrightView Landscape services, Inc.	003405	7156942	Monthly Lawn Service 01/21	\$ 748.00
Florida Power & Light Company	003399	21937-71157 12/21	3724 Summerwind Cir # Gate 12/20	\$ 13.60
Florida Power & Light Company	003399	56695-14423 12/20	3804 Bridlecrest Ln # PUMP 12/20	\$ 164.70
Florida Power & Light Company	003399	75654-55537 12/20	3807 75th ST W # ST LTS 12/20	\$ 109.10
Florida Power & Light Company	003399	84373-03152 12/20	4095 Overture Cir # GATE 12/20	\$ 20.08
Hopping Green & Sams	003395	119401	General/Monthly Legal Services 11/20	\$ 578.00
Innersync	003400	19151	Website Compliance Quarterly Service 01/21	\$ 384.38
Rizzetta & Company, Inc.	003396	INV0000055476	District Management Fees 01/21	\$ 4,041.67
Rizzetta & Company, Inc.	003402	INV0000055603	Annual Dissemination Agent Fee FY20/21	\$ 1,000.00
Rizzetta Technology Services, LLC	003397	INV0000006711	Website Email & Hosting 01/21	\$ 100.00
Schappacher Engineering, LLC	003403	1786	Engineering Services 12/20	\$ 2,452.50
<b>Report Total</b>				<b><u>\$ 11,262.03</u></b>

Tab 5

## BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this 24th day of September, 2020, by and between **PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "District"), and **BRYANT MILLER OLIVE P.A.**, a Florida professional service corporation ("BMO").

### WITNESSETH:

**WHEREAS**, the District plans to issue its revenue bonds (the "Bonds") to finance or refinance the acquisition, construction and equipping of certain assessable improvements benefiting residents of the District; and

**WHEREAS**, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

**WHEREAS**, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

#### 1. BOND COUNSEL

**1.1. Duties of Bond Counsel.** BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale or private placement. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare all indentures (including a Master Indenture and Supplemental Indenture) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds.

1.1.3. Review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attending drafting and informational meetings regarding the Bonds.

1.1.4. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the interest to be paid with respect to the Bonds from federal income taxation.

**1.2 *Duties of Bond Counsel under this engagement are limited to those expressly set forth above. Among other things, Bond Counsel's duties do not include:***

1.2.1 Assisting in the preparation or review of an official statement or any other disclosure document with respect to the public offering of tax exempt debt obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

1.2.2 Preparing blue sky or investment surveys with respect to the debt instrument.

1.2.3 Drafting state constitutional or legislative amendments.

1.2.4 Pursuing test cases or other litigation (such as validation proceedings).

1.2.5 Making an investigation or expressing any view as to the creditworthiness of the District, any credit enhancement provider, liquidity provider or the debt instrument.

1.2.6 Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to any publicly offered debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7 Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

1.2.8 After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on any tax exempt debt instrument will continue to be excludable from gross income for federal income tax

purposes (e.g., this engagement does not include rebate calculations for any tax exempt debt).

1.2.9 Providing any advice or opinions on bankruptcy matters.

1.2.10 Providing advice or opinions on interest rate swap agreements.

1.2.11 Addressing any other matter not specifically set forth above that is not required to render BMO's legal opinions.

**1.3. Fees and Expenses for Services Rendered as Bond Counsel.** Based upon (i) our understanding of the terms, structure, size and schedule of the financing represented by each Series of Bonds; (ii) the duties we will undertake pursuant to this agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will submit a fee for your approval prior to the issuance of each series of Bonds. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount originally anticipated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and request your prior approval. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the closing for a Bond issue, and we customarily do not submit any statement until the closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the closing.

If for any reason the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our bond opinion as Bond Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$150 to \$350, depending on personnel) for time actually spent on your behalf plus client charges, as described above.

**1.4 Limitations on Engagement:** Unless otherwise expressly stated herein, it is understood and agreed that the District is not relying upon Bond Counsel for investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

**1.5 Waiver of Future Conflicts:** It is a condition of BMO's acceptance of this engagement that the District understand and agree that BMO may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that BMO is handling for the District in this engagement.

**1.6 Applicability to Future Engagements:** Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which we may become involved or engaged on the District's behalf.

**2. TERMINATION.** This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by \$350.00.

**3. CONSTRUCTION.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

**4. CONFLICTS.** The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (and other financial institutions hired by the District) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the District's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish its objectives in this engagement.

**IN WITNESS WHEREOF**, the District and BMO have executed this Agreement as of the 24th day of September, 2020.

**PALMA SOLA TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name: Peter Gelman

Its: Chair, Board of Supervisors

**BRYANT MILLER OLIVE P.A.**



By: \_\_\_\_\_

Name: Misty W. Taylor, Shareholder